

Archie Overton; and
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CV 18 2166

FILED
APR 11 2018
SUSAN Y. SOON
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EMC

ARCHIE OVERTON,
S. PATRICK MENDEL,

Plaintiffs

v.

UBER TECHNOLOGIES, INC.,
RAISER-CA, LLC
UBER USA, LLC

Defendants.

) CASE NO.
)
) **COMPLAINT FOR**
) **DECLARATORY, INJUNCTIVE**
) **RELIEF and DAMAGES 49 USC**
) **§§14704, 14707, FRCP, Rule 65**

) **Hearing Date: TBD**

) **Time: TBD**

) **Dept. Courtroom TBD**

) **Judge: TBD**

Plaintiffs Archie Overton, and S. Patrick Mendel, bring this civil action for
declaratory and injunctive relief and damages and alleges as follows:

COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 1

1 1. Plaintiff Archie Overton is an individual, conducting business from
2 1986 Washington Ave, San Leandro, CA, as a PreArranged
3 Transportation Charter Party Carrier pursuant to authority granted
4 by the California Public Utilities Commission, TCP Number
5 33942.
6

7
8 2. Plaintiff S. Patrick Mendel is an individual, conducting business
9 from 1986 Washington Ave, San Leandro, CA, as a PreArranged
10 Transportation Charter Party Carrier pursuant to authority granted
11 by the California Public Utilities Commission, TCP Number
12 33942.
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15 3. Plaintiffs Overton and Mendel operate their business under a
16 Doing Business As (“DBA”) name, “Car Partners,” a properly
17 registered (fictitious business name) in the County of Alameda,
18 California.
19

20
21 4. Defendant Uber Technologies, Inc. is a Delaware corporation with
22 its principal offices at 1455 Market Street, 4th Floor, San Francisco,
23 CA.
24

25 5. Defendants Raiser-CA, Uber USA (and Uber Logistek), LLC’s are
26 subsidiaries, declared “mere instrumentalities” of Uber, by the
27

28
COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 2

1 California Public Utilities Commission Decision issued March 19,
2 2018.
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6
7 **STATEMENT OF THE CLAIM**

8 **Federal Claims**

9
10 6. Interstate motor carrier transportation is regulated under Title 49,
11 Subtitle IV, Part B of the U. S. Code. Under 49 U.S.C. §13501,
12 the Secretary of Transportation has authority over interstate motor
13 carrier transportation of persons and property.
14

15 7. Under 49 U.S.C. §113(f) the FMCSA [Federal Motor Carrier
16 safety Administration] carries out the powers and duties of the
17 Secretary related to the regulation of interstate and foreign motor
18 carrier operations.
19

20
21 8. Section 13901 of Title 49 of the United States Code provides that a
22 motor carrier may not operate over the public highways in
23 interstate or foreign commerce unless the motor carrier is granted
24 and maintains operating authority registration from the FMCSA.
25 Similarly 49 C. F. R. §390.201 prohibits a motor vehicle that
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 3

1 provides transportation requiring operating authority registration
2 from operating without the required authority.

3
4 9. Pursuant to 49 U.S.C. §14901 any person that does not comply
5 with 49 U. S. C. §13901 (Requirement to Register) is subject to a
6 fine of \$25,000.00 for each violation related to providing interstate
7 transportation for passengers.
8

9
10 10. Section 13902 of Title 49 of the United States Code provides that a
11 person may be registered as a motor carrier if that person is able
12 and willing to comply with the Federal motor carrier statutes and
13 accompanying regulations and certain minimum financial
14 responsibility requirements established under 49 U. S. C. §13906.
15 Such motor carriers must also meet the safety fitness requirements
16 under 49 U.S.C. §31144, unless exempt.
17

18
19 11. Defendant Uber operates as a for-hire motor carrier as described
20 in 49 U. S. C. §13902. Accordingly, Defendant Uber is subject to
21 the requirements of Federal motor carrier statutes, including 49 U.
22 S. C. §§ 13901 and 13902 and accompanying regulations.
23

24
25 12. Defendant Uber has never secured operating authority from the
26 FMCSA.
27

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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 4

1 13. Accordingly, Defendant Uber does not currently have operating
2 authority registration to conduct for-hire transportation in interstate
3 or foreign commerce.
4

5 14. Defendant Uber has been unlawfully operating within and beyond
6 the State of California as a provider of PreArranged Motor Carrier
7 of passengers in “interstate commerce” since at least June 2014.
8

9 15. Defendant Uber has advertised and provided Uber Passport, a
10 service providing transportation from San Diego California, into
11 the Country of Mexico, transportation known as “foreign
12 commerce” since approximately 2015, without having been issued
13 the requisite operating authority from the Federal Motor Carrier
14 Safety Administration of the United States Department of
15 Transportation.
16
17
18

19 16. This is a civil action pursuant to 49 U.S.C. § 14707(a) whereby
20 Overton and Mendel are persons claiming injury by the failure of
21 Uber and its subsidiaries, officers, directors and others acting with
22 them, for failing to register, as transportation service providers and
23 operating in clear violation of 49 U.S.C. §§ 13901- 13902 (Motor
24 Carrier Registration)
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 5

1 17. This is a civil action pursuant to 49 U.S.C. § 14707(a) whereby

2 Overton and Mendel are persons injured by the failure of Uber and
3 its subsidiaries, officers, directors and others acting with them, for
4 failing to register as transportation service providers under 49
5 U.S.C. § 13904 (Motor Carrier Registration as a Broker of
6 Passenger Transportation)
7

8
9 18. Pursuant to 49 U.S.C. §14707(a) Overton and Mendel may bring
10 a civil action to enforce any such section and trial is in the judicial
11 district in which the person who violated that section operates.
12

13 19. This is a civil action pursuant to 49 U.S.C. §14704(a)(2) whereby
14 Overton and Mendel claim that Uber, its subsidiaries, officers,
15 directors and others acting in concert with them are providing
16 unauthorized transportation in interstate commerce without federal
17 authority and are subject to jurisdiction under Chapter 135, Title
18 49 of the United States Code and are liable for damages sustained
19 by Overton and Mendel seeking claims as a result of an act or
20 omission of that carrier or broker in violation of this part.
21

22 20. Overton and Mendel, pursuant to 49 U.S.C. §14704(a)(2) claim a
23 loss of their property and a diminution of their business because of
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 6

1 the unlawful operation of Uber as a prearranged transportation
2 provider in "interstate commerce" in violation of the federal
3 transportation laws and regulations.
4

5 21. Pursuant to 49 U.S.C. §13901 a person may not provide
6 PreArranged Motor Carrier transportation of passengers in
7 interstate commerce unless the person is registered with the
8 Federal Motor Carrier Safety Administration of the U.S.
9 Department of Transportation to provide the transportation or
10 service.
11
12

13
14 22. Pursuant to 49 U.S.C. § 14704(a)(2), a person providing service
15 as a Prearranged Motor Carrier of passengers in interstate
16 commerce, a service which is subject to jurisdiction under Chapter
17 135, of Subtitle 49 of the U.S. Code is liable for damages sustained
18 by Overton and Mendel as a result of the carrier's act or omission
19 in violation of Part B, of Subtitle 49 of the U. S. Code.
20
21

22 23. Defendant Uber flooded the market with unlawful competition
23 decimating the volume of business available for licensed operators
24 Plaintiffs Overton and Mendel.
25
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 7

1 24. As a result of the Defendant Uber's unauthorized PreArranged
2 Motor Carrier transportation of passengers Plaintiffs Overton and
3 Mendel have suffered actual harm in lost potential revenue in
4 excess of \$37,000 dollars.
5

6
7 25. As a result of the Uber Defendants unauthorized PreArranged
8 Motor Carrier transportation of passengers Defendants Uber have
9 been unjustly enriched, causing actual harm to Overton and
10 Mendel by unlawfully taking services fees to which they were not
11 lawfully entitled, from their fares in excess of \$82,000 dollars.
12

13
14 26. The FMCSA can fine motor carriers of passengers in interstate
15 commerce \$25,000.00 per violation, 49 U.S.C. §14901 for
16 operating without authority, including potential imprisonment
17 under, 49 U. S. C. §521(6)(a) for up to 1 year.
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21 **State Law Claims**

22 27. Since at least October 19, 2010, Uber has been operating without
23 California operating authority as a prearranged transportation
24 provider when it was issued its first California Public Utilities
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 8

1 Commission, "cease and desist," Order when it called itself
2 UberTaxi.

3
4 28. Defendant Uber has, since at least 2010, offered customers the
5 ability to secure prearranged transportation via its mobile phone
6 application in California and throughout the United States.

7
8 29. Defendant Uber has never secured authority, licenses or permits
9 from the California Public Utilities Commission to legally offer
10 such transportation services, whether TCP or TNC, in the State of
11 California.

12
13 30. The CPUC licensing fees are in part based upon each authorized
14 carrier's gross revenue, Uber as the principal transportation
15 provider has not paid these fees at a rate of .033 percent, exposing
16 Plaintiffs to regulatory fees and fines for Uber's failure to comply
17 with California transportation law.

18
19 31. Plaintiffs have had their CPUC licensed suspended, on April 6,
20 2018, because the Licensing (Auditing) Section of the CPUC
21 claims that Uber is not a licensed transportation provider and seeks
22 to impose Uber's unpaid fees/taxes upon Overton and Mendel for
23 Uber's failures to comply with the law.

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25 COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
26 DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 9
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1 32. The CPUC by letter dated April 6, 2018 suspended Plaintiffs
2 operating authority for failure to pay fees assessed on their gross
3 fares, and further warned Plaintiffs they would be subject to a
4 \$1000.00 dollar fine and imprisonment of up to 3 months or both if
5 we continued to operate while suspended.
6

7
8 33. On March 19, 2018 the California Public Utilities Commission
9 issued a proposed Decision, AGENDA #16364 and within that
10 decision are findings of fact and conclusions of law that Uber
11 improperly used [shill] subsidiaries (Raiser-CA, Uber USA) to
12 avoid regulations, liabilities and taxes and has never had competent
13 California authority to operate as any type, TNC or TCP
14 transportation provider.
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18 34. Despite the findings of fact and conclusions of law by the
19 California Public Utilities Commission, its licensing/auditing
20 section still suspended Overton and Mendel's operating authority
21 damaging their business as they cannot legally operate their
22 business while suspended.
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 10

1 35. Significantly the CPUC did not suspend Uber from operating and
2 propose giving Uber 30 days to comply with CPUC codes and
3 regulations.
4

5 **RELATED or Intertwined CLAIMS**
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7 36. Defendant Uber, rather than its subsidiaries billed the riders, and
8 collected the Plaintiff's fares.
9

10 37. Defendant Uber rather than its subsidiaries Raiser-Ca LLC., and
11 Uber USA, LLC., unlawfully took service fees from Plaintiffs
12 fares.
13

14 38. Plaintiffs have never been able to contact, call or email, any
15 person from Raiser-CA, LLC.
16

17 39. Plaintiffs have only ever been able to contact employees of Uber
18 at Uber's drivers' offices, and even after asking, at the drivers
19 offices, the Uber employees have informed Plaintiff Mendel that
20 Uber employees at the driver hub offices handles all driver
21 relations.
22

23 40. The California Public Utilities Commission has declared Raiser-
24 CA, LLC., and Uber USA, LLC., a mere instrumentalities of Uber
25 Technologies, the parent, piercing the corporate veil.
26
27

1 41. Defendant Uber, rather than its subsidiaries paid the remainder of
2 the fares, after extracting unlawful services fees, to Plaintiffs.

3
4 42. Defendant Uber promoted and placed thousands of unlicensed
5 drivers on the street severely diminishing the number of available
6 riders for Plaintiffs to provide transportation.

7
8 43. Defendant Uber's contracts contain an unlawful embedded
9 arbitration contract under the Federal Arbitration Act.

10
11 44. Overton and Mendel have performed interstate transportation on
12 behalf of Uber for its riders and claim to have a "contract in
13 commerce," and to be "workers engaged in interstate commerce."

14
15 45. Plaintiffs claim because they have a "contract of employment,"
16 and are "any other class of workers engaged in foreign and
17 interstate commerce, they are exempt from arbitration and seek
18 declaratory and injunctive relief to enforce their exempt status.

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21 46. Defendant Uber's arbitration contract violates the public policy of
22 the United States and is contrary to the plain language of the
23 Federal Arbitration Act in that section 1 of the "Act" exempts
24 "contracts of employment," of "workers engaged in interstate
25 commerce" like Plaintiffs Overton and Mendel from arbitration.
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 12

1 47. Overton and Mendel seek a declaration from this Court that the
2 Uber arbitration contract is illegal and void as violative of the
3 public policy of the United States and violative of the plain
4 language of section 1 of the Federal Arbitration Act.
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7 48. All of the trips Plaintiffs performed for Uber leave Overton and
8 Mendel exposed to California and Federal regulatory fees, fines
9 and imprisonment, unless Uber is held to indemnify Plaintiffs.
10

11 49. Defendant Uber has repeatedly operated transportation of
12 passengers "intrastate," "interstate" and "foreign" commerce in the
13 face of regulators and regardless of the actions of regulatory
14 authorities.
15

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17 50. Unless enjoined from operating in BOTH intrastate and interstate
18 and foreign commerce, Plaintiffs will continue to be damaged and
19 Defendant will continue to operate contrary to law and without
20 challenge.
21

22 51. It has been the practice and policy of the FMCSA and the
23 Secretary of Transportation since Congress provided a "private
24 cause of action" under 49 U. S. C. §§ 14704, [14707], to abstain
25 from any administrative action preserving its limited resources and
26

1 leaving it up to private individuals, like Plaintiffs Overton and
2 Mendel to resolve the failure to register and secure FMCSA
3 operating authority, the way all other private disputes are handled,
4 in the district courts.
5

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7 52. The Solicitor General of the United States publically explained
8 the abstention of action of the respective federal agencies in a
9 “Federal Respondents” brief before the United States Supreme
10 Court.
11

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13 53. Accordingly, since the FMCSA and Secretary of Transportation
14 apparently use their discretion to abstain from involvement in what
15 they consider to be private causes of action, the misconduct as
16 alleged herein will go unchallenged unless Overton and Mendel
17 are granted their statutory right, and constitutional right to due
18 process to bring this action and secure a determination of their
19 claims.
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23 54. There is diversity of citizenship between Plaintiffs and Defendant
24 Uber, the amount in dispute in this action exceeds \$75,000 dollars,
25 therefore this Court has jurisdiction pursuant to 28 U.S.C.
26 §1332(a)(1).
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 14

55. This action arises under Subtitle IV of Title 49 of the United States Code and therefore this Court has jurisdiction pursuant to 28 U.S.C. §1331.

56. This Court has jurisdiction pursuant to the Declaratory Judgement Act, 28 U. S. C. §2201 to issue declaratory relief.

57. This Court has concurrent jurisdiction over the State law claims.

58. Trial is to be in the judicial district in which the person who violated 49 U.S.C. §§13901-902 and 13904, took place pursuant to 49 U.S.C. §14707(a).

FIRST CAUSE OF ACTION

Injunctive Relief

59. The allegations of paragraphs 1 through 58 are incorporated by reference as though pleaded in full.

60. Unless Defendants are enjoined from rendering Prearranged Motor Carrier transportation of passengers in intrastate and interstate commerce until they have secured, BOTH a duly registered operating authority to render such passenger transportation service by the Federal Motor Carrier Safety

COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 15

1 Administration of the U.S. Department of Transportation, AND
2 secured operating authority from the California Public Utilities
3 Commission, Plaintiffs will continue to sustain injury.
4

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7 **SECOND CAUSE OF ACTION**

8 **Unjust Enrichment**

9
10 61. The allegations of paragraphs 1 through 58 are incorporated by
11 reference as though pleaded in full.

12
13 62. As a result of the Defendants rendering Prearranged Motor
14 Carrier transportation of passengers in intrastate and interstate
15 commerce without having the requisite operating authority,
16 Plaintiffs have suffered actual damages in the wrongful taking of
17 services fees by Defendant Uber from the fares of the Plaintiffs in
18 excess of \$82,000 dollars, and Defendant should be Ordered to
19
20
21 disgorge these unlawful takings and remit them to the Plaintiffs as
22 equitable relief, lest the Defendants be unjustly enriched for their
23 misconduct.
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27 **THIRD CAUSE OF ACTION**

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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 16

Damages

63. The allegations of paragraphs 1 through 58 are incorporated by reference as though pleaded in full.

64. As a result of the Defendants rendering Prearranged Motor Carrier transportation of passengers in intrastate and interstate commerce without having the requisite operating authority, Plaintiffs have suffered damages in the unlawful taking of fees from their fares, the suspension of their operating authority by the California Public Utilities Commission and the loss of potential revenue in excess of \$37,000 dollars and Plaintiffs should be awarded damages for the losses Plaintiffs sustained.

FOURTH CAUSE OF ACTION

Indemnification

65. The allegations of paragraphs 1 through 58 are incorporated by reference as though pleaded in full.

66. As a result of the Defendants rendering Prearranged Motor Carrier transportation of passengers in intrastate and interstate commerce without having the requisite operating authority, Plaintiffs, as

1 properly CPUC licensed drivers of the transportation, are exposed
2 to “transportation taxes, regulatory fines, imprisonment and other
3 enforcement actions,” of State and Federal authorities because of
4 the Defendants misconduct and seek an Order requiring the
5 Defendants to indemnify the Plaintiffs from any such State or
6 Federal adverse regulatory action while performing transportation
7 of passengers for Uber, as to all trips performed through the Uber
8 smartphone application.
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13 14 **FIFTH CAUSE OF ACTION**

15 **Unfair Competition**

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17 67. The allegations of paragraphs 1 through 58 are incorporated by
18 reference as though pleaded in full.

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20 68. Defendant Uber’s conduct as set forth above violates the
21 California Unfair Competition law, California Business &
22 Professions Code §17200 et seq. (“UCL”)
23

24 69. Defendants conduct of operating passenger transportation
25 intrastate and interstate in violation of California and Federal laws
26 and regulation constitutes unlawful business acts or practices in
27

28
COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 18

1 that Uber has never had authority to operate as a transportation
2 provider under California or Federal law.

3
4 70. As a result of Defendant Uber's unlawful conduct, Plaintiffs
5 Overton and Mendel has suffered injury in fact and lost money,
6 property and the suspension of their business.

7
8 71. Pursuant to California Business & Professions Code § 17203
9 Plaintiffs seek declaratory and injunctive relief for Defendants
10 unlawful conduct and to recover restitution of the unlawful taking
11 of service fees and the severe diminution and suspension of their
12 business by the California Public Utilities Commission, in excess
13 of \$37,000.00 dollars.

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20 **SIXTH CAUSE OF ACTION**

21 **Declaratory Relief**

22 72. The allegations of paragraphs 1 through 58 are incorporated by
23 reference as though pleaded in full.

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25 73. Plaintiffs seek an Order from this Court declaring the contracts as
26 between Plaintiffs and its subsidiaries as illegal since either the

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28 COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§ 14704, 14707, FRCP, Rule 65 - 19

1 subsidiary Raiser-CA was declared a mere instrumentality by the
2 California Public Utilities Commission, or the other entities, Uber
3 Logistek and Uber USA, who Plaintiffs were contracted with have
4 never been licensed or granted competent authority to operate a
5 transportation of passenger business by California or the Federal
6 Motor Carrier Safety Administration of the U. S. Department of
7 Transportation.
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11 74. Plaintiffs also seek a declaration that the arbitration contracts
12 embedded in the contracts with Uber or its subsidiaries, Raiser-Ca,
13 Uber USA, Uber Logistek, are illegal and void as violative of the
14 public policy of the United States and violative of the plain
15 language in that, *contracts in employment of workers engaged in*
16 *interstate or foreign commerce* are exempt from arbitration under
17 section 1 of the Federal Arbitration Act.
18
19
20

21 **WHEREFORE**, Plaintiffs respectfully request that this Court grant the
22 following relief;
23

24 A. Assume jurisdiction over this action.

25 B. Declare the contracts between Plaintiffs and Uber illegal since
26 Uber never secured legal authority to operate as a transportation
27

28 **COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and**
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 20

1 provider since at least September 19, 2013 through March 19,
2 2018, under California or Federal law, and its misuse of
3 subsidiaries companies such as Raiser-CA and Uber USA, LLC, as
4 found by the California Public Utilities Commission decision were
5 improper and legally unsound.
6
7

8 C. Declare the Plaintiffs had “contracts of employment and are “any
9 other class of workers engaged in foreign or interstate commerce,”
10 entitled to be exempt from any arbitration contract under section 1
11 of the Federal Arbitration Act.
12
13

14 D. Declare the embedded arbitration contracts, within the Uber/Driver
15 contracts illegal as violative of the public policy of the United
16 States and section 1 of the Federal Arbitration Act.
17

18 E. Enter a preliminary and permanent injunction enjoining the
19 Defendants from engaging in Prearranged Motor Carrier
20 transportation of passengers in intrastate and interstate commerce
21 anywhere in the United States and from providing Prearranged
22 Transportation Charter Party transportation in California until they
23 have secured the requisite operating authorities from BOTH the
24 Federal Motor Carrier Safety administration of the U. S.
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 21

1 Department of Transportation AND the California Public Utilities
2 Commission.
3

4 F. Order Defendants Uber to disgorge the service fees wrongly taken
5 from Plaintiffs fares and award Plaintiffs according to proof under
6 49 U. S. C. §§ 14704, 14707, and California Business and
7 Professions Code 17200 et seq.
8

9 G. Award Plaintiffs, due to Defendants “interference with the
10 Plaintiffs prospective economic advantage, compensatory and
11 punitive damages in accordance with 49 U. S. C. §§14704, 14707
12 et seq., and California Business and Professions Code 17200 et.
13 seq.
14

15 H. Order the Defendants to indemnify Plaintiffs from any State or
16 Federal Transportation regulatory Taxes, fines, or other adverse
17 action while and when Plaintiffs performed transportation for
18 Defendants Uber.
19

20 I. Award Plaintiffs costs and attorney’s fees pursuant to 49 U.S.C.
21 §§14704(e) and 14707(c), and California Business and Professions
22 Code 17203
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 22

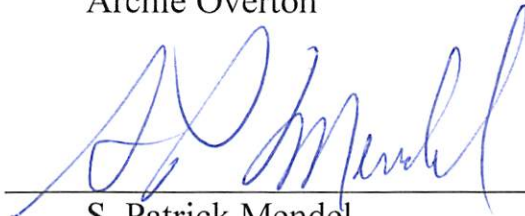
1 J. Grant such other and further relief as this Court deems necessary
2 and proper.
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8 Respectfully submitted;

9 DATED: April 10, 2018
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11 

12 Archie Overton

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14 S. Patrick Mendel
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COMPLAINT FOR DECLARATORY, INJUNCTIVE RELIEF and
DAMAGES 49 USC §§14704, 14707, FRCP, Rule 65 - 23